

**AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE
OF CERTAIN ASSETS AND REAL ESTATE
AND ASSIGNMENT OF EASEMENTS, LEASES
AND LICENSES**

This Amendment to the "*Agreement for Purchase and Sale Of Certain Assets And Real Estate And Assignment Of Easements, Leases And Licenses*" is made and entered as of the 25th day of April, 2001, by and between *CENTRAL ILLINOIS PUBLIC SERVICE COMPANY*, an Illinois corporation, ("CIPS" or "Seller") and the *CITY OF ROODHOUSE, ILLINOIS*, an Illinois municipal corporation, ("Roodhouse" or "Buyer").

WITNESSETH

WHEREAS, the parties desire to modify and amend the parties' "*Purchase Agreement for Purchase and Sale Of Certain Assets And Real Estate And Assignment Of Easements, Leases And Licenses*" of January 11, 2001 (the "Agreement"), so as to amend the description of Territory B therein and to set forth the full nature and extent of Buyer's duty to furnish the electric service requirements of all existing and future customers therein; and,

WHEREAS, Seller intends to assign its existing right to serve a portion of Territory B to Illinois Rural Electric Company, Inc. ("IREC"), by an amendment to an existing Service Area Agreement between Seller and IREC; and,

WHEREAS, both Seller's proposed abandonment of service in Territory B and assignment of a portion of Territory B to IREC require approval of the Commission;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

I. New Appendix A

The description of Territory B on Exhibit A is hereby deleted and replaced in its entirety by the map attached hereto as Appendix A.

II. Buyer's Additional Representation and Warranty

Article V(B) is hereby amended by the addition of the following new paragraph (7):

- (7) Upon approval of Seller's Supplemental Petition for Approval of Abandonment Pursuant to 220 ILCS 5/8-508 by the Commission, Buyer undertakes to provide and furnish all electric service to any and all existing or future customers in the area depicted on Appendix A hereto, and to maintain and continue said electric service until such time as Buyer ceases to own or operate a municipal electric distribution service.

IN WITNESS WHEREOF, Seller has caused this Amendment to be executed in its corporate name by one of its officers, thereunto duly authorized, and Buyer has executed this Amendment as of the day and year first above written.

**CENTRAL ILLINOIS PUBLIC SERVICE
COMPANY**

By: J. W. Moorman
Its: Vice President

Attest: J. A. Tiskos
Assistant Secretary

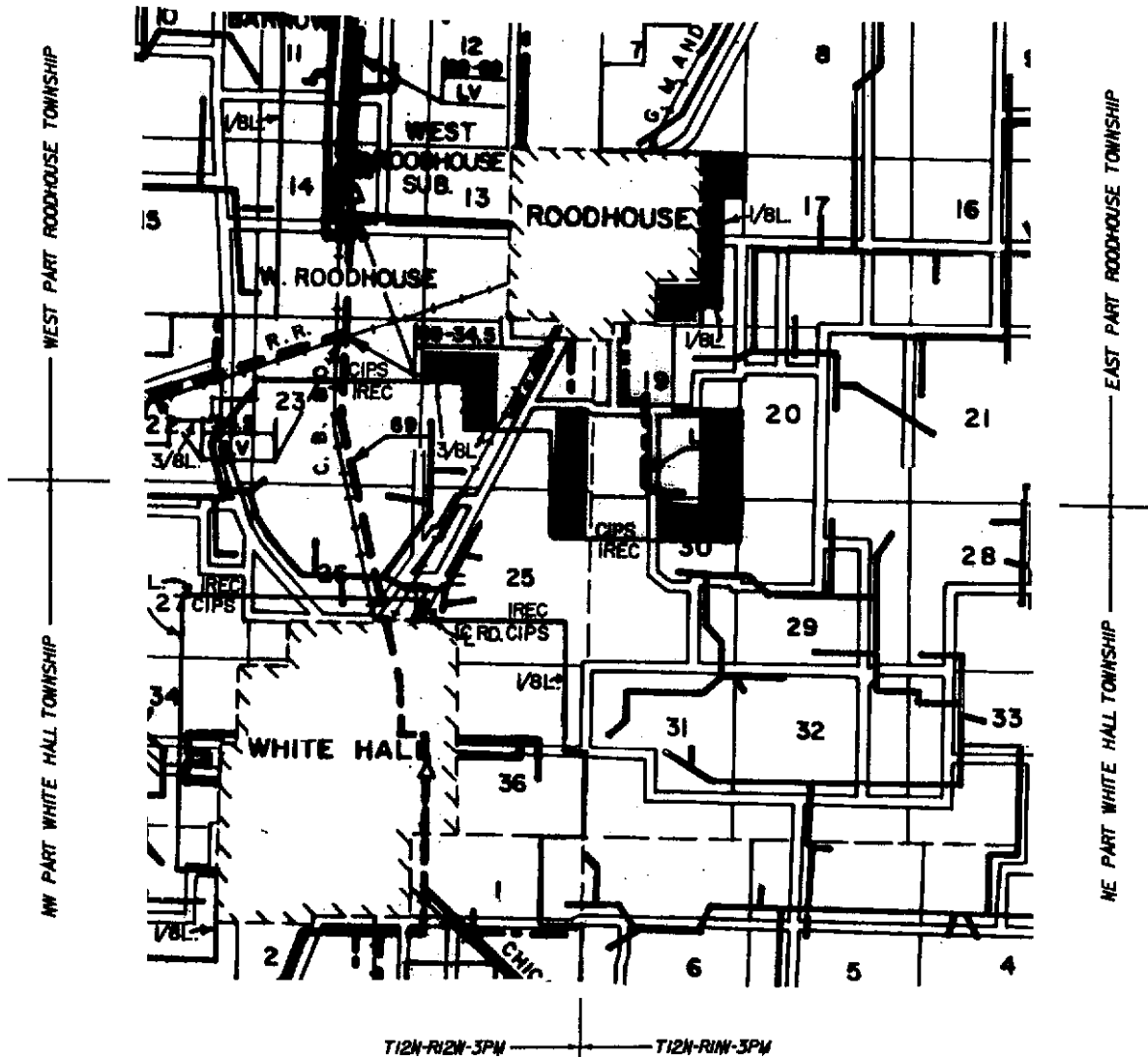
CITY OF ROODHOUSE, ILLINOIS

By: [Signature]
Mayor


Attest: Frances G. Ballard
City Clerk



GREENE
COUNTY



 CIPS TERRITORY TO BE TRANSFERRED TO
ILLINOIS RURAL ELECTRIC COOPERATIVE

 CIPS TERRITORY TO BE TRANSFERRED TO
THE CITY OF ROODHOUSE

APPENDIX A

C.I.P.S. CO. CAD GENERATED

DATE 03-08-01 PLAN SCALE NONE
PROFILE SCALE { VERT. SCALE NONE
HOR. SCALE NONE
ENGINEER: LARRY WATSON
ENGINEER APPROVAL: _____
REV. NO. _____ DATE _____



EAGLE VIEW/QUINCY REGION/O.C.

TERRITORY TO BE
SOLD BY CIPS NEAR
ROODHOUSE, ILL.

DM FILE NO. _____